



**MEMORANDUM OF UNDERSTANDING**

**MEMORANDUM OF UNDERSTANDING (MoU) BETWEEN CENTRAL POWER RESEARCH INSTITUTE (CPRI), BANGALORE and <Name of Organization> for the project on <“Title of Project”> under NPP scheme of Ministry of Power (MoP), Government of India.**

This MoU regarding the Research Scheme on Power for R and D in Indian Power sector, titled <“**Title of Project**”> (herein after referred to as the “Project”) is made for execution of the project on this **1<sup>st</sup> day of October, 2018** between parties, namely,

**CENTRAL POWER RESEARCH INSTITUTE** a Society under the **Societies Registration Act of 1960** (Karnataka Act No. 17 of 1960), having its Head Office at Sir C.V. Raman Road, Sadashivanagar, Bangalore – 560 080, represented by Director General, **CPRI** (hereinafter referred to as **CPRI** in short, which expression unless repugnant to the context mean and include their successors and assigns),

**AND**

<**Organization Name**> having its office at <**location**>, represented by <Designation> (herein after referred to as **in short <Short Form e.g., IIT Roorke>**, the **Project implementing Organization** which expression shall where the context so requires or admits, be deemed to include its successor and permitted assignees).

## 1. Definitions

a	SCRD means Standing Committee on R&D constituted by the Ministry of Power (MoP), GoI
b	TC refers to Technical Committee on <TC Name> Research constituted by MoP, GoI
c	'Project Implementing Organization' shall mean <Organization Name> responsible for implementing the project <"Title of Project"> as per the approved project proposal.
d	'Funding Organization' shall mean MoP supporting the project financially.
e	'Project' means NPP Project titled <"Title of Project">, Project code: To be given by CPRI, Accounts code: To be given by CPRI and FAS code: To be given by CPRI.
f	'Coordinating Organization' means CPRI, coordinating various activities of the project with project implementing organization and funding organizations namely the Ministry of Power, Government of India.
g	'Competent Authority' for the purpose of Clause 27(VI) shall be Chief Accounts Officer of CPRI or his nominee and for all legal and administrative matters it shall be Chief Administrative Officer of CPRI or his nominee.
h	'Parties' refer to the organizations participating in the project namely CPRI and <short form of organization>.
i	'NPP' means R&D under National Perspective Plan
j	PI means Principal Project Investigator who is responsible for all technical and financial matters of the project.

It is agreed by and between the parties that the project would be executed jointly within the following objective and scope of the project and the responsibilities of each of the implementing agencies.

## 2. Objectives of the Research project

The objectives of this project are as follows: <fill in the objectives in Bullet Points>

## 3. Major Deliverables of the Research project

The major deliverables of this project are as follows: <fill in the deliverables in Bullet Points>

## 4. Financial Outlay of the Project

- (i) This project is funded by MoP under NPP scheme. The total financial outlay of the project as per approved proposal is <Total outlay>.
- (ii) The break-up of the total project cost is given in approved project proposal, which is part of this document as an *Annexure I*.



## 5. Project Schedule

The expenditure under the project shall be completed before 31<sup>st</sup> March 2020 as per approved project proposal in *Annexure I*. The project start date shall be the date on which MoU is signed.

## 6. Mode of Financing


- (i) The approved cost of the project is <Total outlay>. The entire project cost will be funded by MoP through the coordinating agency namely **CPRI**.
- (ii) In case the project gets completed in less than the approved cost of <Total outlay>, the unutilized amount with interest accrued if any shall be refunded to **CPRI**.
- (iii) The grant-in-aid will be disbursed through Public Finance Management System (PFMS) as mandated by the MoP, GoI.

## 7. Release of Funds

- (i) Release of 1<sup>st</sup> installment of funds shall be arranged by **CPRI** after signing of MoU.
- (ii) Release of subsequent installment of funds by **CPRI** will be subject to satisfactory physical and financial progress of the project and also upon recommendation by the Technical Committee. This is also subject to complete utilization of funds released earlier.

## 8. Roles and Responsibilities of Project Coordinating Organization - CPRI

- (i) Technical Committee on “Transmission Research” will monitor and steer the project for its successful completion.
- (ii) **CPRI** shall maintain a separate account for the funds released by MoP for execution of this project.
- (iii) **CPRI** would release the funds to <**Organization Name’s Short form**> for execution of the project depending upon the financial and physical progress of the project and recommendations of the Technical Committee.
- (iv) **CPRI** would be free to use the equipment/facilities; softwares procured/developed for any scientific work or technology development/ demonstration purpose on their own or can request <**Organization Name’s**




**Short form**> for use of this infrastructure by any other organization / agency or manufacturer for scientific technology development / demonstration purpose.

- (v) **CPRI** will facilitate to get necessary approvals from Central Government under section 35 of IT act towards expenditure incurred on scientific research wherever applicable.
- (vi) Head, R&D Management Division shall be the contact person for all matters concerning the project.

**9. Roles and Responsibilities of Project Implementing Organization-<Organization Name's Short form>**

- (i) **<Organization Name's Short form>** shall make arrangements for proper operation and maintenance of equipment procured under the project. **<Organization Name's Short form>** shall acknowledge procurement of equipment under this project by a 'TRUST RECEIPT' which is given in *Annexure II*, to this document. *Appendix I* of the Trust Receipt should be filled and signed by the PI and forwarded to CPRI as and when capital plant/ equipment/ machinery are procured and installed – which will be appended to the original MoU.
- (ii) **<Organization Name's Short form>** shall furnish their bank account details, duly attested by their bankers, in the RTGS form to be provided by **CPRI**, to facilitate the transfer of funds.
- (iii) **<Organization Name's Short form>** shall ensure that funds released are utilized only for the purpose of the Project, as per the approved project proposal.
- (iv) **<Organization Name's Short form>** shall provide free access to **CPRI** officers and Technical Committee members and their representatives to all facilities/assets and records relating to the project located at their works.
- (v) **<Organization Name's Short form>** shall meet the expenditure towards local hospitality of TC members / **CPRI** officials / its representatives, from the funds provided by **CPRI** for this project, when the review meetings are held at **<Organization Name's Short form>**, from Institutional Overhead.
- (vi) It shall be the responsibility of the **PI** to ensure collaboration with the end user/partner for execution of project work, **<Name of Collaborator>**, and also members of the project for smooth completion of project work. Declaration by project team members from **<Name of Collaborator>** is enclosed as *Annexure III*.

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- (vii) The PI is expected to attend progress review meetings, as and when organized, to present the progress/outcome of the research project before the Technical Committee. Such meetings should mandatorily be attended in person by the PI.
  - (viii) If the PI to whom the project has been sanctioned wishes to leave the institute/organization, the institute/organization /PI will inform the same to CPRI in advance and in consultation with CPRI, evolve steps to ensure successful completion of the project by designating the Co-PI as the PI before relieving the PI, in consultation with CPRI or appointing a new PI, in consultation with CPRI.

## **10. Monitoring of NPP Project**


### **10.1 Review and Quarterly Progress Reports (QPR)**

- (i) Technical Committee on “Transmission Research”, with support from **CPRI**, will be responsible for monitoring the progress of the project. The progress shall be reviewed from time to time.
- (ii) Progress of the project shall be furnished on quarterly basis to R&D Management Division of **CPRI** by the Principal Investigator.
- (iii) It is the responsibility of the PI to furnish the progress (Technical and Financial) of the project for each quarter within 10 days after completion of the quarter. For the purpose of furnishing quarterly reports, specified quarters are April- June, July-September, October-December and January- March. The first QPR should be submitted at the end of the quarter immediately following the project start date.. The Quarterly Progress Reports (QPR) are to be furnished in the prescribed formats enclosed in *Annexure IV* for reporting technical and financial progress.

### **10.2 Monitoring of NPP**

- (i) Financial progress of NPP projects is monitored by the R&D Management Division of CPRI.
- (ii) Progress of the project is reviewed by the Technical Committee on Transmission Research at respective implementing organization or **CPRI** or any other place which is decided by the Technical Committee.
- (iii) Based on the recommendations of Technical Committee and on the basis of satisfactory progress of project, Head, R&D Management Division shall recommend release of funds to Accounts Division at Head Office of **CPRI**.

### **10.3 Review by Technical Committee on Transmission Research**


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- (i) The Technical Committee shall review and steer the implementation of NPP projects towards successful completion.
  - (ii) The Technical Committee will meet from time to time to review the progress of project and submit report to Director General, CPRI and SCRD.


#### **11. Fund Utilization Certificate (UC)**

- (i) The quarterly Utilization Certificate (UC), in the prescribed format enclosed in *Annexure IV*, will be duly submitted by Principal Investigator to R&D Management Division of **CPRI**. The UC shall be attested by authorized person of the Organization / Institute.
- (ii) Satisfactory technical progress and submission of Quarterly Progress Reports and Utilization Certificates are pre-requisites for release of subsequent installment of project grant.
- (iii) Annual Audited Utilization Certificate (AUC) indicating the financial statements shall be certified by Auditors of **<Organization Name's Short form>** and submitted to **CPRI** before 15<sup>th</sup> May of the succeeding financial year.

#### **12. Mandatory Obligations of project implementing Organization – <Organization Name's Short form>**

- (i) It is obligatory on the part of **<Organization Name's Short form>** to ensure free access to Technical Committee members and SCRD members / **CPRI** officials / its representatives to all facilities/assets and records relating to the project located at their works.
- (ii) Information regarding publication of technical paper shall be furnished to **CPRI** within 15 days of publication with one hard copy of published paper and an electronic copy. **<Organization Name's Short form>** shall duly acknowledge **CPRI** for funding this project in all publications, reports, publicity, presentations materials etc.
- (iii) None of the parties including Technical Committee members shall transfer technology or information on technology to any third party without the consent of **CPRI** and **<Organization Name's Short form>**.

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- (iv) **<Organization Name's Short form>** shall furnish all deliverables of the project such as full documentation pertaining to development, design, detailed specification of all components and material manufacturing process, sourcing of material, test results etc. to **CPRI**.
- (v) **<Organization Name's Short form>** shall furnish all details, documents/test reports etc., as required for registration of patent.
- (vi) Any procurement(s) made under this project should be in accordance with the norms of G.F.R. of the GoI as amended from time to time.
- (vii) The assets acquired/ created wholly or substantially by **<Organization Name's Short form>** out of Government grants except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in the G.F.R. shall not be disposed off, encumbered or utilized for any other purpose/project, without obtaining the prior approval of the DG, CPRI/SCRD (as applicable) which sanctioned the grant. In case of winding up or dissolution of the organization, all the assets acquired to that effect out of the grants-in-aid by the Ministry should be returned forthwith to CPRI.
- (viii) The Utilization Certificate in respect of utilization of grants for the purpose/object for which it was sanctioned should be furnished by **<Organization Name's Short form>** with an audited statement of accounts, within six months of the closure of the financial year. The utilization certificate should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilized, were in fact reached, and if not the reasons thereof. They should contain an output based performance assessment.
- (ix) **<Organization Name's Short form>** shall be required to maintain subsidiary accounts of the Government grant and furnish to the Accounts Officer, **CPRI**, a set of audited statement of accounts after utilization of the grants-in-aid or whenever called for.
- (x) The annual report and audited accounts of **<Organization Name's Short form>** will have to be submitted to the Ministry, in Hindi and English, in required quantities by the grantee to be laid on the table of the both Houses of Parliament within 9 months of the close of the succeeding financial year of the grantee if the non-recurring grant is Rs. 50 lakhs and above as one-time assistance.
- (xi) The accounts of the grants are open to check and shall be audited by the Comptroller and Auditor General of India in accordance with the provisions laid down in Section 14 of the Comptroller and Auditor General, Ministry of Power whenever in the institution is called up to do so.

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- (xii) No expenditure over and above the sanctioned grant shall be incurred by the **<Organization Name's Short form>** without obtaining the prior approval of the DG, CPRI and SCRD, as applicable.
  - (xiii) The grants-in-aid should not be a source of profit. If after examination of the Audited Accounts, Ministry comes to the conclusion that the grants-in-aid have been source of profit, then **<Organization Name's Short form>** shall forthwith refund the amount of grants-in-aid to CPRI.
  - (xiv) **<Organization Name's Short form>** may keep all the instructions regarding economy in view while incurring the expenditure. The organization shall not incur any expenditure on those items, the purchase of which items have been banned.
  - (xv) The organization would maintain separate account for the project. The grant should be kept in a bank account and the interest earned should be reported to CPRI. The interest thus earned will be treated as a credit to the organization and will either be adjusted towards further installments of the grant and will be refunded to CPRI after the project completion.
  - (xvi) In the event of the **<Organization Name's Short form>** failing to comply with the conditions or committing breach of the conditions, the **<Organization Name's Short form>** shall be jointly and severally liable to refund to the CPRI the whole or a part of the grant with interest.
  - (xvii) In the event of short closure of the project due to non-technical reasons, penal interest is chargeable wherever applicable if **<Organization Name's Short form>** fails to furnish progress report/audited statement of Accounts/Audited Utilization certificate etc., within six months after acceptance of short closure by the DG, CPRI and approval by the SCRD.
  - (xviii) In the event of short closure of the project **<Organization Name's Short form>** will be liable for refund of the full amount.


### **13. Project Reorientation**

#### **13.1 Reorientation of Project work/activities**

The scope and the work/activities of project can be re-oriented without deviating from broad objective and scope of the approved project, based on the recommendations of the Technical Committee.

#### **13.2 Re-appropriation of budget**





The project budget can be re-appropriated of within the approved outlay, if deemed necessary, based on the recommendations of the Technical Committee.

### 13.3. Cost and Time Over-Run

- (i) **<Organization Name's Short form>** shall inform Technical Committee in advance about the possible time and cost overrun of the project with due justification for the same.
- (ii) Additional expenditure if any not recommended by Technical Committee towards the project will be borne by **<Organization Name's Short form>**.
- (iii) In the event of any technical problems beyond the control of **<Organization Name's Short form>** in completing the project, the same shall be discussed with Technical Committee.

### 14. Knowledge Dissemination

The information on technologies / products developed as part of NPP scheme will be made available on CPRI website (<https://www.cpri.res.in/>). Workshop or Symposium would be conducted by the project implementing organization /CPRI to disseminate the knowledge gained through the research findings.

### 15. Project Completion Report

- (i) The Project implementing Institution shall make a presentation to the Technical Committee and SCRD, once the project is completed.. The abstract of the completion report shall be submitted in relevant formats to R&D Management Division of CPRI.
- (ii) The Technical Committee would recommend the project closure with the deliverables as stipulated in the original project proposal.
- (iii) **<Organization Name's Short form>** shall submit draft technical report within two months from the date of approval by Technical Committee.
- (iv) **<Organization Name's Short form>** shall forward four copies of the final technical report to CPRI and the soft copy in CD. The report shall include complete technology parameters, so that the document can serve as Technology Transfer Document.
- (v) The Project shall be deemed to be completed when the Technical Committee certifies to the effect in writing and is accepted by DG CPRI, who is the Convener of SCRD.



## 16. Patent and Technology Transfer Mechanism


- (i) **CPRI** and **<Organization Name's Short form>** will jointly patent the product/Technology/process developed. The patents will be applied in the name of Head, R&D Management Division, **CPRI** or his nominee and **<Organization Name's Short form>** and the patent rights will jointly vest with **CPRI** and **<Organization Name's Short form>**. The expenditure towards patent shall be borne by **<Organization Name's Short form>** and booked to project cost.
- (ii) Technology transfer fees and Royalty shall be decided by mutual consent of **CPRI** and **<Organization Name's Short form>** after achieving key milestones.
- (iii) Transfer of technology to a third party shall be allowed with mutual consent between **CPRI** and **<Organization Name's Short form>** and all commercial benefits such as royalty shall be available to **CPRI** and **<Organization Name's Short form>** and will be equally shared.

## 17. Confidentiality

During the tenure of the MoU and thereafter for 2 years or the validity of patent whichever is longer, **CPRI**, **<Organization Name's Short form>** and Technical Committee members shall undertake on their behalf and on behalf of their employees/ associates to maintain strict confidentiality and prevent disclosure thereof of all the information and data exchanged/generated pertaining to work under this MoU for any purpose other than this MoU. Each Party shall keep all Confidential Information provided by the other party strictly confidential and agree not to disclose any Confidential Information of the other Party to any third party without the prior written consent of the other, or to use any such confidential information for any purpose other than as contemplated by this Agreement. Each Party hereby agrees to keep any Confidential Information transmitted to it or obtained by it from the other Party relating to the processes employed by the Parties in this project strictly confidential and not to disclose the same or, any part thereof save to those of its employees, affiliates, representatives who require to know the same strictly on need to know basis. Each Party agrees to use all reasonable efforts/endeavors to ensure that any employees, affiliates or representatives to whom such disclosure is made shall keep such information confidential and shall not use the same for their own purposes or for the purposes of any third Party or for any purpose other than provided for under this MOU.

## 18. Statutory Requirements

- (i) All aspects of this Research and Development work will be carried out in accordance with statutory provisions like Workmen's Compensation Act, Labour (Regulation and Abolition) Act, Contract Labour (Regulation and Abolition) Act, Employees Provident Act or any other related enactment passed by the



Parliament or State Legislature and any rules/laws made there under by the either Central or respective state Governments.

- (ii) This MoU shall not be used as a general MoU between CPRI and **<Organization Name’s Short form>** since this MoU is specific only to implementation of the approved NPP scheme for the project on “**<Title of Project>**”.
- (iii) Since the project is sanctioned to **<Organization Name’s Short form>**, **under any circumstances, it shall not be transferred to any other Institution.** Transfer of project money within the Institution or with other Institutions under the same Management is not permitted under any circumstances.
- (iv) If the force majeure conditions continue beyond six months, the signatories shall then mutually decide about the future course of action.

#### **19. Force Majeure**

None of the participating agencies / bodies shall be held responsible for non-fulfillment of their respective obligations under this contract due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, natural calamities such as flood, earthquakes etc., and strike, lockout, epidemics, riots, civil commotion etc. provided on the occurrence of cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation.

#### **20. Validity of Agreement**


The MoU comes under immediate force on the date of signing and is valid for 5 years (Five years), from the date of completion of project or till grant of patent rights, whichever is later. It may, if required, be extended with mutual consent of the parties.

#### **21. Amendments to the MoU**

No amendment or modification of this MoU shall be valid unless the same is made in writing by all the parties or their authorized representatives and specifically stating the same to be an amendment of this MoU. The modifications / changes shall be effective from the date on which they are made / executed, unless otherwise agreed to.

#### **22. Settlement of Disputes and Arbitration**

- (i) In the event of any dispute or any difference among the parties, such disputes or differences shall be resolved amicably by mutual consultation or through the good offices of the Director General, CPRI and **<Organization Name’s Short form>**.

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- (ii) In the event of any dispute between the parties to this Memorandum of Understanding, it will be resolved as per the Indian Arbitration and Conciliation Act 1996.
  - (iii) The venue for arbitration shall be Bangalore and the language of arbitration shall be English.

### **23. Jurisdiction**

The courts at **Bangalore** shall have jurisdiction in all matters concerning this MoU including any matter arising out of the arbitration proceedings or any award made therein.

### **24. Financial Settlement**

In the event of termination of the MoU vide the rights and obligations of the parties hereto shall be sealed by mutual decisions; the financial settlement shall take into consideration not only the expenditure incurred but also expenditure committed by the parties pertaining to the project.

### **25. Terms and Conditions Stipulated by MoP**

The Project Implementing Organization shall comply with the following terms & conditions as stipulated by Ministry of Power, Government of India.

- I. The grant-in-aid is a non-recurring grant and shall be spent by the Project Implementing Organization only for the purpose/object for which it is sanctioned and the expenditure should be incurred within the approved time limit of the project. Any unspent amount shall be refunded to **CPRI**, within three months from the date of completion of the project.
- II. The assets acquired/ created wholly or substantially by the Project Implementing Organization out of Government grants except those declared as obsolete and unserviceable or condemned in accordance with the procedure laid down in the G.F.R. shall not be disposed off, encumbered or utilized for the another purpose/object, without obtaining the prior approval of DG and SCRD, as applicable. In case winding up or dissolution of the organization, all the assets acquired to that effect out of the grants-in-aid by **CPRI** should be returned forthwith.
- III. The Utilization Certificate in respect of utilization of grants for the project/purpose/object for which it was sanctioned should be furnished by the Project Implementing Organization with an audited statement of account, for release of next installment of funds for the project, based on the recommendation and approval of TC.

- IV. The Utilization Certificate should also disclose whether the specified, quantified and qualitative targets that should have been reached against the amount utilized, were in fact reached, and if not the reasons thereof.
- V. The Project Implementing Organization shall be required to maintain subsidiary accounts of grants released by **CPRI** and furnish to the Account Officer CPRI, a set of audited statement of accounts after utilization of the grants-in-aid or whenever called for.
- VI. The accounts of the grants are open to check by the MoP and shall be audited by the competent authority as applicable.
- VII. The Project Implementing Organization shall follow and comply with the instructions issued by the Government of India from time to time regarding reservations for candidates belonging to Schedule Caste and Scheduled Tribes for recruitments under this project, proportionate to the posts under the organization. The Project Implementing Organization will submit to **CPRI** the progress made in this regard.
- VIII. Grant-in-aid will be transferred through Public Finance Management System (PFMS).
- IX. Procurement(s) made under the project should be in accordance with the norms of G.F.R. of the GoI as amended from time to time.

**26. Members associated with this Project**

1.<Name> <Designation> <Affiliation>	Signature of Team Member
2.	Signature of Team Member

Signature of Principal Investigator  
(Name & Designation)

IN WITNESS WHEREOF PARTIES HERETO HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE AS THE DAY AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of <b>CPRI</b>	For and on behalf of <b>&lt;Organization Name's Short form&gt;</b>
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Chief Administrative Officer Central Power Research Institute	<Name of PI> Principal Investigator <Designation & Affiliation>
Dr. Venkateswara Rao M. Joint Director & HoD R & D Management Division, Central Power Research Institute, Bangalore 560 080	(e.g., Registrar) <Designation & Affiliation>

**Annexure I**

**(1) Copy of the Approved Project Proposal: ENCLOSED.**



**Annexure-II**

**TRUST RECEIPT**

In the matter of MoU dated **1<sup>st</sup> day of March, 2017** between **Central Power Research Institute (CPRI)** and **<Organization Name>** , **<Location>** regarding Project on **<“Title of Project”>**, the plant, Machinery and Equipment though purchased in the name of



<Organization Name's Short form> with the funds provided by CPRI, for the subject project, will be in Trust with <Organization Name's Short form> during the implementation of the project and thereafter till they are useful for the purpose stated in the above MoU.

The Plant and Machinery and equipment will not be transferred or disposed of by us without the prior written approval of CPRI, and would remain with <Organization Name's Short form>.

IN WITNESS THERE OF <Organization Name's Short form> has executed these presents on 1<sup>st</sup> day of March, 2017

Signed by

Sl. No	Name	Occupation & Address	Signature
1	<Name>	<Designation> <Affiliation>	

For and on behalf of the <Organization Name's Short form> in the presence of

Sl. No	Name	Occupation & Address	Signature
1	<Name>	<Designation> <Affiliation>	

**APPENDIX – I**  
**SCHEDULE**



Particulars of Equipment handed over	Quantity	Particulars of Dispatch title documents	Value of the equipment	Signature of attorney in token receipt
		PR/GR/Bill carrier of lading No & date		

For and on behalf of <Organization Name's Short form>

1. Signature: -----

Signature: -----

2. Name: <Name>

Name:<Name>

3. Designation & Seal:

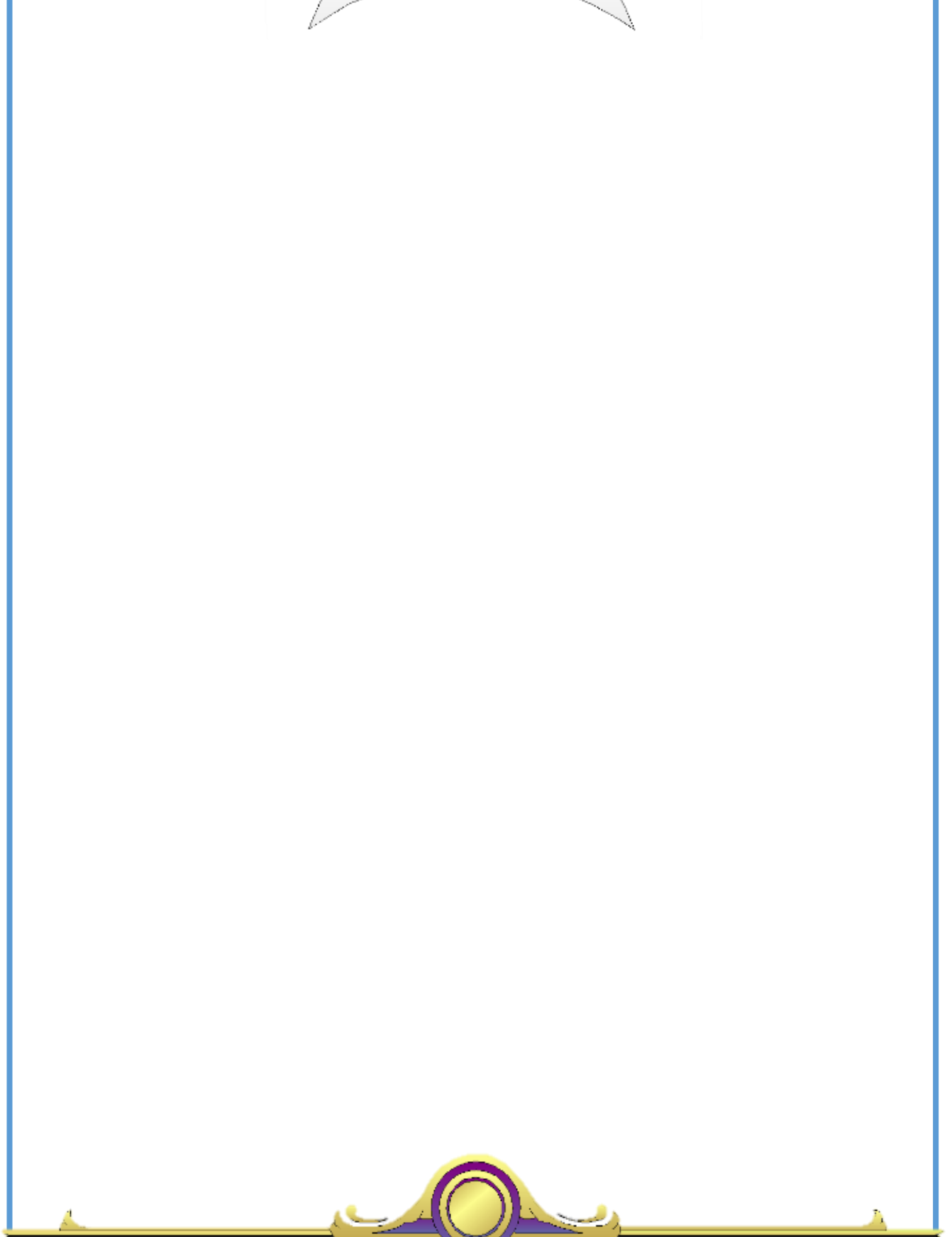
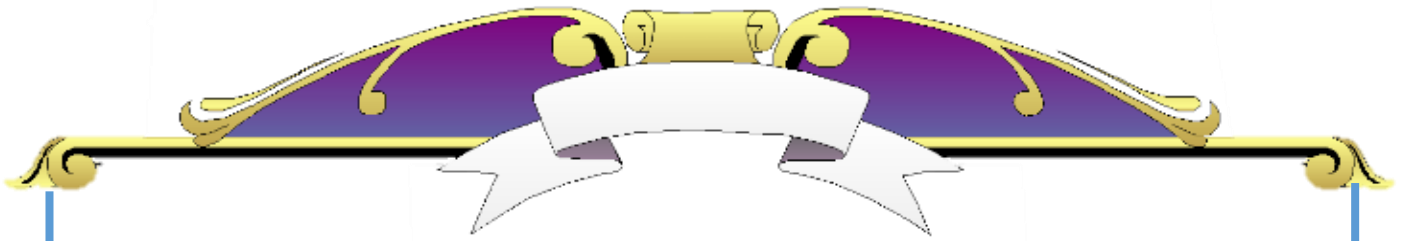
Designation & Seal:

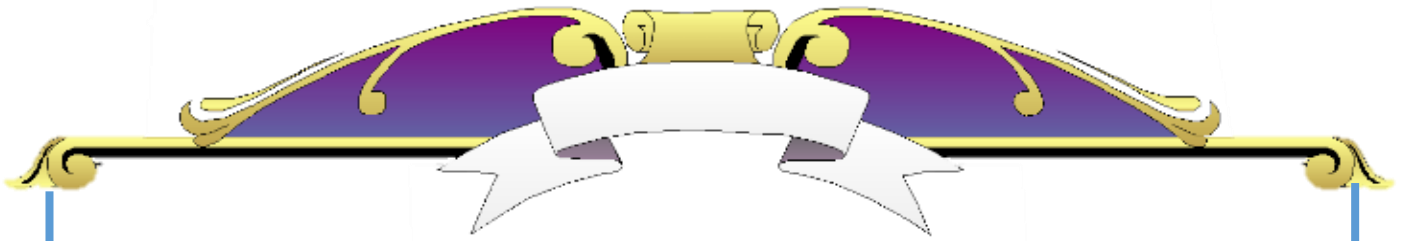
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**Annexure-III**

**(1) Copy of Letter of Agreement From <COLLABORATOR NAME>: Enclosed**





**Annexure-IV**

**(1) Prescribed Format for QPR**

**(2) Prescribed Format for UC**

